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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
---X
MS AMLIN a/s/o 4 ALL GENERAL TRADING LLC

Plaintiff,

- against –

UNITED ARAB SHIPPING CORPORATION,

Defendant.
---X

17 Civ.

COMPLAINT

Plaintiff, MS Amlin a/s/o 4 All General Trading LLC, by and through its attorneys, Casey & Barnett LLC, as and for its Complaint, alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

2. Venue in this district is predicated on the jurisdiction clause contained in the defendant ocean carrier's bill of lading, which provides that jurisdiction of all claims under the respective bill of lading shall be with the United States District Court for the Southern District of New York.

PARTIES

3. At all material times, MS Amlin and others subscribing to Cargo Policy No. 115650 LL (hereinafter "MS Amlin" or "Plaintiff") is the subrogated underwriter of the

consignment of Perfumes issued to Atlantic Perfume Inc and 4 All General Trading LLC to cover the transport of the consignment from New York to United Arab Emirates, as more specifically described below. MS Amlin has an office and place of business located at 122 Leadenhall Street, London EC3V 4AG, England.

4. At all material times, 4 All General Trading LLC (hereinafter "4 All" or "Plaintiff") was and is a limited liability company with an office and place of business located in Dubai, United Arab Emirates and was the owner and/ or consignee of the Perfume cargo laden on board the M/V CMA CGM BIANCA, as more specifically described below.

5. At all material times, defendant, UNITED ARAB SHIPPING CORP. (hereinafter "UASC" or "Defendant") was and is a corporation with an office and place of business located at 4 Commerce Drive, Cranford, New Jersey 07016 and at all relevant times, was and is still doing business within the jurisdiction of this Honorable Court as a common carrier of goods for hire.

6. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignments, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

RELEVANT FACTS

7. In May 2015, a consignment consisting of 485 Boxes Perfume, laden in container number UACU 5491795, then being in good order and condition, was delivered to UASC and/or their agents in New York, New York in consideration of an agreed upon freight, pursuant to UASC bill of lading number USCQG253998 dated on or about May 10, 2015, for transportation to Jebel Ali, United Arab Emirates.

8. Thereafter, the aforementioned consignment was loaded aboard the M/V CMA CGM BIANCA in New York and the vessel sailed for its intended destination.

9. On or about June 13, 2015 the subject container was discharged in the Port of Jebel Ali, United Arab Emirates.

10. On July 8, 2015, after the container and cargo cleared Customs, the container was transported to the receiver's warehouse. Upon opening the container, the cargo was determined to be wetted and otherwise damaged.

11. On July 12, 2015 a survey was conducted at which time it was noted that the cartons and individual perfume boxes were wetted, stained, rusted, and with signs of fungus. Four holes were noted in the roof panel of the container and the floorboards within the container were similarly noted to be wetted.

12. The cargo was determined to be unfit for the intended use by the consignee and was marketed for salvage. A salvage bid in the amount of $23,828.86 was accepted.

13. As a result of the foregoing, plaintiff incurred damages in the amount of $222,579.14 representing the invoice value of the goods less salvage obtained..

14. At all times relevant hereto, a contract of insurance for property damage was in effect between 4 All and MS Amlin, which provided coverage for, among other things, loss or damage to the subject consignment of machinery.

15. Pursuant to the aforementioned contract of insurance between 4 All and MS Amlin, monies have been expended on behalf of 4 All to the detriment of MS Amlin due to the damages sustained during transit.

16. As MS Amlin has sustained damages as a result of said expenditures, expenditures rightly the responsibility of defendant, MS Amlin has an equitable right of subrogation and is subrogated, to the extent of its expenditures, to the rights of its insured with respect to any and all claims for damage against the defendants.

17. By reason of the foregoing, plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, despite due demand, which are presently estimated to be $222,579.14.

AS AND FOR A FIRST CAUSE OF ACTION - BREACH OF CONTRACT

18. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 17, inclusive, as if herein set forth at length.

19. Pursuant to the contract entered into by and between the parties, defendant owed a contractual and statutory duty to the Plaintiff, to carry, bail, keep and care for, protect and deliver the Plaintiff's cargo in the same good order and condition as at the time said defendant first accepted custody and control of the goods.

20. The defendant breached its contractual and statutory duties by failing to properly care for, bail, and protect the Plaintiff's cargo in the same good order and condition as at the time said defendant first accepted custody and control of the goods.

21. As a direct and proximate result of said breach of contract by defendant, the Plaintiff has suffered damages in the amount presently estimated to be no less than $222,579.14.

22. By reason of the foregoing, Plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than $222,579.14.

AS AND FOR A SECOND CAUSE OF ACTION - BREACH OF BAILMENT

23. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 22, inclusive, as if herein set forth at length.

24. Pursuant to its obligations as a bailee for hire of the Plaintiff's cargo, the defendant owed contractual and statutory duties to Plaintiff to carry, bail, keep and care for,

protect and deliver the Plaintiff's cargo in the same good order and condition as at the time said defendant first accepted custody and control of the goods.

25. The defendant breached its duties as a bailee for hire by failing to properly carry, bail, keep and care for, protect and deliver the Plaintiff's cargo in the same good order and condition as at the time said defendant first accepted custody and control of the goods.

26. As a direct and proximate result of the breach of bailment by defendant, the Plaintiff has suffered damages in the approximate amount of $222,579.14.

27. By reason of the foregoing, Plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than $222,579.14.

AS AND FOR A THIRD CAUSE OF ACTION - NEGLIGENCE

28. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 27, inclusive, as if herein set forth at length.

29. The Defendant owed a duty to the Plaintiff to carry, bail, keep and care for, protect and deliver the Plaintiff's cargo in the same good order and condition as at the time said defendant first accepted custody and control of the goods.

30. The Defendant breached and was negligent in its duty to carry, bail, keep and care for, protect and deliver the Plaintiff's cargo in the same good order and condition as at the time said defendant first accepted custody and control of the goods.

31. As a direct and proximate result of the negligence of the Defendant, the Plaintiff has suffered damages in the approximate amount of $222,579.14.

32. By reason of the foregoing, Plaintiff has sustained losses which will be shown with specificity at trial, no part of which has been paid, although duly demanded, which are presently estimated to be no less than $222,579.14.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of Plaintiff against Defendant for the amount of Plaintiff's damages in the amount of at least $222,579.14, together with interest, costs and the disbursements of this action; and

3. That this Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
March 2, 2017
176-77

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Attorneys for Plaintiff

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